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| SOLICITATION FOR OFFER | | BID DUE DATE AND TIME |
| BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE | | LSU 11/29/2016 02:00 PM CT |
| SOLICITATION RFQ-0000000102 SUPPLIER # SUPPLIER NAME AND ADDRESS <div style="border: 1px solid black; height: 100px; width: 350px; margin-top: 10px;"></div> | | RETURN BID TO Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803 Buyer Barbara H Lewis Buyer Phone +1 (225) 578-2035 Buyer Email barbaralewis@lsu.edu Issue Date 10/28/2016 |
| TITLE: Use of Space for Cellular Antenna Sites | | |
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**LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL COLLEGE**



**SOLICITATION FOR OFFERS
FOR
USE OF SPACE FOR CELLULAR ANTENNA SITES**

SFO-0000000102

OFFER DUE DATE/Time:

Tuesday, November 29, 2016 at 2:00 P.M., CST

Pre-bid Meeting November 7, 2016

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APPENDIX A Agreement for Use of Space for Cellular Antenna Sites

EXHIBITS

- Exhibit 1 – Offer Cover Sheet (Required Submittal)
- Exhibit 2 – Revenue Offer
- Exhibit 3 – Sample Board Resolution or Signature Authority
- Exhibit 4 – Nicholson Gateway Project

It is understood and agreed that the headings of the various sections of this document have been inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document or any of its provisions.

I. General Information

This Solicitation for Offers (hereinafter referred to as the “Solicitation” or the “SFO”) is issued by the Louisiana State University and Agricultural & Mechanical College (hereinafter referred to as the “University” or “LSU”) on behalf of the University’s Office of Information Technology Services (hereinafter referred to as (“ITS”), a provider of network and telecommunications services to the LSU campus. LSU is soliciting offers from qualified firms for cellular antenna space on the LSU campus. Such space is primarily in the form of rooftops and sides of building structures, but could also include self-supported tower space. There are specific buildings that are currently enabled to provide appropriate power and fiber cable for this purpose. However, qualified firms are invited to propose additional locations which LSU may consider. LSU does not wish to have a loss in service between contracts. Therefore, selected vendors shall have proposed solutions operational by December 31, 2016.

1.1 Purpose of the Solicitation for Offers

For the purpose of this Solicitation, LSU is soliciting offers for space to install cellular antennas in order to maintain and/or improve cellular services on the LSU campus for faculty, staff, students, guests, and visitors. The University anticipates issuing convenience contracts to multiple vendors.

II. SFO Definitions

2.1 Definition of Terms

As used in this Solicitation for Offers, the following definitions shall be applicable:

Agreement: The written Agreement, if any, executed by the authorized representatives of the University and the selected Respondent that formalizes the terms, provisions, covenants, and obligations, including but not limited to those contained in this SFO, of the respective parties to the arrangement for provision of services.

Contractor or Vendor: Any organization or entity, public or private, awarded the SFO’s expectant resulting contract with the University.

Facility Design and Development Committee (FD & DC): The Facilities Design and Development Committee is an advisory committee that includes, representatives of the Faculty and Staff Senates, the Student Government Executive Committee, and one faculty member of civil engineering, architecture and landscape architecture. FD&DC is charged with monitoring and making recommendations regarding the physical development of the campus in accordance with the University’s Master Plan.

Information Technology Services (ITS): Department provides technology infrastructure, network and telecommunication services to the University. ITS will manage any agreement resulting from this solicitation.

Mandatory Requirements: For purposes of this Solicitation, the terms “shall” and “must” denotes mandatory requirements.

May: The term “may” denotes desirable.

Multiple Awards: The University anticipates entering into convenience contracts with multiple vendors.

Offer: Document(s) submitted by the responsible Respondent pursuant to the Solicitation for Offers (SFO) to meet the purchase needs of the University.

Planning, Design and Construction (PDC): Department provides quality facilities combined with cost

effective and responsive construction, custodial, design, maintenance and utility services.

Protected Information: Defined as *data or information* that has been designated as private, protected, or confidential by law or by the University. *Protected Information* includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research *data*, trade secrets and classified government information. *Protected Information* shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any *data* constitutes *Protected Information*, the *data* in question shall be treated as *Protected Information* until a determination is made by the University or proper legal authority.

Respondent: A firm, organization or entity, public or private, who responds to this SFO. The successful Respondent responsive to this SFO is described as the Contractor in this document.

RF: Radio frequency

Should: The term “**should**” denotes desirable.

Solicitation for Offers (SFO): The document so titled and all Attachments and Exhibits, which are attached and incorporated by reference as set out in this SFO.

University: Louisiana State University and Agricultural & Mechanical College (LSU), a component of the Board of Supervisors of Louisiana State University System under the management of the Louisiana State University and Agricultural & Mechanical College sometimes referred to as “LSU”.

UPS: Uninterruptable Power Supply

SFO Information

3.1 SFO Coordinator

Requests for copies of the SFO and written questions regarding SFO inquiries **must** be submitted to the SFO Coordinator as listed below.

| | |
|-----------------------|------------------------|
| Name | Barbara Lewis |
| Address | LSU Procurement Office |
| | 213 Thomas Boyd Hall |
| City, State, Zip Code | Baton Rouge, LA 70803 |
| Phone Number | 225-578-2035 |
| Fax | 225.578.2292 |
| E-Mail Address | barbaralewis@lsu.edu |

Written inquiries or requests must include Solicitation Number, Contact Name, Mailing Address, Phone Number, and Email Address.

3.2 SFO Inquiries

The University will consider written inquiries and requests for clarification of the content of this SFO from potential Respondents. The University reserves the right to modify the SFO should a change be identified that is in the best interest of the University.

To be considered, written inquiries must be received at the above address or via fax at (225) 578-2292 or by email to barbaralewis@lsu.edu by 2:00 P.M. CST on the date specified in the Section IV, Schedule of Events. Any and all questions directed to the SFO Coordinator will be deemed to require an official response.

Official responses to all questions submitted by potential Respondents will be posted by the date specified in Section IV, Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. The University is not responsible for late inquiries.

Only the SFO Coordinator has the authority to officially respond to Respondent's questions in regard to the SFO on behalf of the University. Any communications from any other individuals are not binding to the University.

3.3 Requirements for Submission

This SFO is available in electronic form on the State of Louisiana, Office of State Procurement through the Louisiana Procurement and Contract Network (LaPAC) website at: <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the SFO Coordinator contact. (See Section 3.1 of this SFO). To access the SFO on LaPAC, search by Solicitation Number **50001-102**.

*** Note: LaPAC is the State's online electronic bid posting and notification system resident on OSP's website [www.doa.Louisiana.gov/osp] and is available for vendor self-enrollment. In that, LaPAC provides an immediate e-mail notification to subscribing Respondents that a Solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.**

All Offers MUST be received on or before 2:00 P.M., Central Standard Time (CST) on the date specified in the Section IV, Schedule of Events. Offers should be submitted, sealed, with the Solicitation number, name and address of the Respondent on the outside of the envelope or package. Each Respondent is solely responsible for the timely delivery of their Offer by the stated deadline. Offers received after the specified date and time will not be considered, regardless of stated or determined cause of delay.

Important – The Offer should be clearly marked outside of envelope, box or package with the Offer Name: **“USE OF SPACE FOR CELLULAR ANTENNA SITES”** and the University **Solicitation No. 50001-102.** **The Offer MUST be received prior to 2:00 P.M., CST on Tuesday, November 29, 2016** by hand delivery or mail addressed to the **SFO Coordinator:**

**Louisiana State University
Procurement Office
Attention: Barbara H. Lewis
213 Thomas Boyd Hall
Baton Rouge, LA 70803**

NOTE: Respondents are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Respondents mailing their Offers should allow sufficient mail delivery time to ensure receipt of their Offer by **Tuesday, November 29, 2016 at 2:00 P.M., CST.** The Offer **MUST** be delivered at the Respondent's expense to the **SFO Coordinator, Barbara H. Lewis, Assistant Director, Louisiana State University, Procurement Office, 213 Thomas Boyd Hall, Baton Rouge, Louisiana 70803.** Offers or amendments to Offers which arrive after this closing time and date will not be considered.

For courier delivery, the street address is 213 Thomas Boyd Hall, Baton Rouge, Louisiana, 70803 and the telephone number is (225) 578-2176. It is solely the responsibility of each Respondent to assure that their Offer is delivered to our physical location and prior to the deadline for submission. The LSU Procurement Office is not responsible for any delays caused by the Respondent's chosen means of Offer delivery. Respondent is solely responsible for the timely delivery of its Offer. **Offers will not be accepted by fax or email.**

To be considered, the University requests that **seven (7) copies** of the Offer be submitted to the SFO Coordinator at the address specified in this SFO. At least **one (1) copy** of the **Offer MUST be clearly marked Original** and contain **original signatures**, preferably in BLUE ink, of those company officials or agents duly authorized to sign Offers or contracts on behalf of the organization. This copy will be retained for incorporation by reference in any Contract resulting from this SFO. Also, the Respondent should include one (1) copy of the Offer digitally imaged on each of two (2) CDs or flash drives in a windows compatible format such as PDF.

The Offer **must** be signed by those company officials or agents duly authorized to sign Offers or contracts on behalf of the organization. A copy of a board resolution granting such authority should be submitted if Respondent is a Corporation. (Signatures **must** be original and handwritten.) The copy of the Offer with original signatures will be retained for incorporation in any contract resulting from this SFO. **See Exhibit 3 for Board Resolution or Signature Authority Certification.**

Respondent must currently have and be able to verify at least five consecutive years' experience in operations sufficiently alike in type and scope to those in this SFO to permit a reasonable assessment of Respondent's capability to perform services under any Agreement. University will carefully review Offers to determine whether it can reasonably be assured that this mandatory requirement is met.

All formal Offers will be considered valid until award is made.

3.4 Supplier Enrollment

Suppliers providing a bid/quote in response to this LSU solicitation should be setup in the University's new procurement system (Workday) for bid tabbing and award. Suppliers should complete the online supplier registration form prior to submitting a bid response and/or the bid due date and time to ensure bid tabbing can be done timely after the bid deadline. This website is used in place of a paper form. Suppliers must provide an IRS Request for Taxpayer Identification Number and Certification form (W-9 or W-8 if foreign) for collection of the required business and tax information that support the University's reporting and compliance requirements. To inquire if you or your company is setup or for questions regarding setup, email suppliers@lsu.edu. The supplier enrollment form can be located at: http://www.lsu.edu/administration/ofa/procurement/supplier_registration.php.

3.5 Confidential Information, Trade Secrets and Proprietary

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the Offer. The cost Offer will not be considered confidential under any circumstance. Any Offer copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Respondents are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Respondent at the time of submission of its Technical Offer. Respondents should refer to the Louisiana Public Records Act for further clarification.

The Respondent must clearly designate the part of the Offer that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Respondent should mark the cover of the Offer with the following legend, specifying the specific section(s) of his Offer sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____ of the Offer have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Respondent as a result of or in connection with the submission of this Offer, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Respondent, without restrictions."

If your Offer contains confidential information, you should submit a redacted copy along with your Offer. The redacted copy, should be clearly marked on the cover - "REDACTED COPY". The redacted copy should also state which sections or information has been removed.

3.6 Costs of Participation

All Offers submitted in response to this SFO and any expenses incurred in fulfilling the requirements of this SFO are the sole responsibility of the Respondent. The University does not and will not accept any responsibility for expenses incurred by Respondent whether an Agreement is entered into by the University and a Respondent or not.

3.7 Interpretation of SFO

Interpretation of the wording of this document shall be the responsibility of the University's Office of

Procurement Services and that interpretation will be final.

The University will not be responsible for errors or misinterpretation made by the Respondent in responding to this document.

3.8 Addenda to SFO

Potential Respondents will be provided with copies of University-approved addenda, including amendments to the SFO. Addenda will be posted to LaPAC at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. All SFO documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued.

3.9 Offer Modification

Offers submitted prior to the closing time and date for acceptance of Offers may be modified or withdrawn only by written notice to the University's Procurement Office. Modifications received, prior to the closing time and date for accepting Offers, will be added to the originally submitted Offer upon opening.

3.10 Communications with University Personnel

From the date of issuance of the SFO to the closing time and date for return of Offers, the Respondent must not make available or discuss their Offer, or any part thereof, with any employee or agent of the University, unless prior permission is requested in writing by the Respondent and received, in writing, from the University's Office of Procurement Services. Except as provided in this SFO, and as is otherwise necessary for the conduct of ongoing University business operations, Respondents are expressly and absolutely prohibited from engaging in communications regarding the Offer with University personnel unless it is done in accordance with Section 3.2.

3.11 Waiver of Administrative Informalities

The University reserves the right to reject any or all Offers and waive any minor administrative informalities.

3.12 Ownership of Offer

All Respondents are hereby warned that any part of their Offers sent to LSU's Procurement Office will become property of the University upon receipt and are subject to the Louisiana Public Records Law. A copy of the Offer will be retained for incorporation by reference in any Agreement resulting from this SFO. Offers marked confidential or proprietary in their entirety may be rejected and not considered.

3.13 Written or Oral Discussions/Presentations

After the opening of all Offers received by the closing time and date for accepting Offers, Respondents may be required, at the request of the University, to make an oral presentation or provide written clarifications to their Offers. Respondent will not be allowed to change Offer or make any Offer modifications. Oral presentations may be recorded. Any oral presentation or written clarification given by Respondent will be considered part of the document. Appropriate personnel in the LSU's Procurement Office will schedule any such presentations or address any needed written clarifications.

3.14 Agreement

An Agreement will be entered into with the responsible Respondent(s) submitting a responsive Offer according to the criteria given in the SFO and resulting in an Agreement in the best interest of the University. See Appendix A.

The SFO, and any addendums, the Offer of the selected Respondent will become part of any agreement initiated by the University.

In no event is a Respondent to submit its own standard contract or agreement terms and conditions as a response to this SFO. The Respondent needs to address the specific language in the sample agreement and submit with their Offer with any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If any provisions of the Agreement resulting from this SFO are contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Agreement.

IV. Schedule of Events

| Event | Date |
|---|---|
| Advertise SFO on LAPAC | Monday, October 31, 2016 |
| Non-Mandatory pre-bid meeting Note: Meet in room 213 Thomas Boyd Hall, LSU | Monday, November 7, 2016 10:00 A.M. CST |
| Deadline for Receiving Written Inquiries | Friday, November 11, 2016 |
| Deadline to Respond to Written Inquiries | Tuesday, November 15, 2016 |
| Deadline for Receiving Offers | Tuesday, November 29, 2016 2:00 P.M. CST |
| Announce award of Contractor Selection | TBA |

NOTE: The University reserves the right to change this schedule of SFO events, as it deems necessary.

4.1 Non-Mandatory Tour

A non-mandatory tour of the applicable University antenna locations will be held on Monday, November 7, 2016 at 10:00 A.M., CST. The tour will begin at LSU Procurement Office, 213 Thomas Boyd Hall, Baton Rouge, LA 70803. **This tour is not mandatory.** This tour will allow Respondents an opportunity to survey parts of the campus where Respondents are interested in establishing equipment.

Although impromptu questions will be permitted and spontaneous answers will be provided during the tour, the only official answer or position of the University will be stated in writing in response to written questions through an official addendum.

V. Contractor Requirements

The Agreement resulting from this SFO shall incorporate, without limitation, the following requirements.

5.1 Services to be Provided

- 5.1.1 Contractor must have been in the business of designing, engineering, offering cellular services, and/or building cellular antenna systems for at least five years and shall design, engineer, install, and maintain cellular antenna systems to interface with cellular operator infrastructure in order to serve the LSU campus. The contractor must be subject to review and recommendation for approval by PDC to the Facility Design and Development Committee. The aesthetic requirements will be strict relative to the installations of the antennas, equipment, control buildings/shelters, etc. Generally, only the antenna themselves will be allowed to be visible, color matched to surrounding building materials, with very minimal cabling, support structures, masts, etc. being visible from the ground or from windows of other buildings. Typical support structures supporting numerous antennas on one common structure will not be allowed. Control buildings/shelters that are visible from the ground or from windows of other buildings shall match the surrounding building materials.
- 5.1.2 Contractor shall perform an intermodulation study to make sure that the proposed frequencies will not interfere with existing LSU frequencies or other existing campus antenna leases. The study shall be provided to LSU for review upon request. Contractor shall provide all necessary licenses and permits.
- 5.1.3 All site improvements shall be the responsibility of the Respondent. All modifications shall be aesthetically compatible with the site and will be subject to Facility Design and Development Committee approval. The aesthetic requirements will be strict relative to the installations of the antennas, equipment, control buildings/shelters, etc. Generally, only the antenna themselves will be allowed to be visible, color matched to surrounding building materials, with very minimal cabling, support structures, masts, etc. being visible from the ground or from windows of other buildings. Typical support structures supporting numerous antennas on one common structure will not be allowed. Control buildings/shelters that are visible from the ground or from windows of other buildings shall match the surrounding building materials. PDC Design Standards shall be followed with special attention given for all wall or roof penetrations to prevent entrance of moisture. Design Standards are available on the PDC website at <http://sites01.lsu.edu/wp/facilityservices/departments/pdc/design-standards>. All modifications to the site shall be designed by appropriate licensed professionals. Drawings and specifications shall be approved by the PDC prior to installation.
- 5.1.4 Specialty grounding for lightning protection shall be designed to minimize the effect on building appearance and the potential impact during lightning strikes on the building occupants and equipment. Independent ground grids shall be provided by the Proposer. Installation of ground grids shall not damage the root systems of trees. Lightning protection system design shall be certified by a licensed professional lightning protection contractor and approved by PDC.
- 5.1.5 All costs for infrastructure upgrade requirements (i.e., power, telecommunications, structural, etc.) shall be the responsibility of the Contractor. Contractor shall be responsible to coordinate all construction processes and installations with LSU PDC & ITS personnel. Underground routing of cables within the campus shall be first approved by LSU PDC and ITS and coordinated with existing underground facilities.
- 5.1.6 Contractor's installation shall comply with applicable codes and laws. All costs of installation and removal will be the responsibility of the Respondent. All equipment associated with the installation shall be removed within thirty (30) days after the expiration of the lease Agreement. All holes and penetrations shall be permanently repaired by the Respondent that leased the space. All mounting supports and structures shall be removed and any damage to existing structures or property shall be permanently repaired by the Respondent that leased the space. Respondent is responsible for correcting all damages caused by the installation, operation or

removal of equipment. The antennas shall not interfere with existing equipment or antennas. All repairs shall be made and paid for by Contractor as needed and agreed upon by PDC.

- 5.1.7 Should Contractor seek to modify leased premises, it shall secure LSU's written approval of all plans and specifications for the construction of the improvements or modifications prior to the commencement of any work on or about the leased premises, which approval will not be unreasonably withheld, conditioned or delayed. This approval may be given by the University. All proposed physical modifications to the leased premises must be agreed upon in writing, and may require approval of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. Upon the termination or expiration of this Agreement, Lessee shall, as soon thereafter as feasible, but no later than thirty (30) days after the effective date of termination or expiration of this Agreement, vacate all parts of the Premises occupied by Lessee, remove its equipment (if applicable), and return the Premises to Lessor, with all the equipment furnished by Lessor pursuant to this Agreement, in the same condition as when originally made available to Lessee, unless agreed upon by Lessor, excepting reasonable wear and tear, fire and other casualty loss.

- 5.1.8 Equipment on buildings should be located on the roof of buildings where possible. Interior space for telecommunications equipment interfacing with LSU's telecommunications network will be provided in David Boyd Hall and/or the Frey Computing Services Center.

Interior space is limited. Vendors will be required to work with the University's ITS office in order to co-locate vendor equipment in LSU telecommunications rooms. A rack or cabinet mount solution shall be provided by the Vendor and shall comply with ITS standards. Please see 7.4 for details.

- 5.1.9 Contractor will not be allowed to have any Local Exchange Carrier (LEC) or Competitive LEC provide direct services to the cell site without prior approval from LSUITS. The Vendor will be allowed to use LSU's available cable pair to the closest telecommunications room to the antenna site. The Contractor will be responsible for completing the path from the telecommunications room to the actual antenna with approval from LSUITS or PDC. All telecommunications-related activities must be coordinated through the LSUITS office. Telecommunications demarcation sites are located at David Boyd Hall and the Frey Computing Services buildings.

- 5.1.10 The following frequencies shall be reserved for the unrestricted use of LSUITS office:

2390 MHz – 2484 MHz
5150 MHz – 5809 MHz

- 5.1.11 The contractor shall describe how RF emanates from any proposed antenna site by providing RF emanation tests along with interpretation in the bid response. It is likely that vendor antennas will be installed on roof tops of dorm buildings as well as office buildings. The vendor shall ensure that humans are not exposed to unhealthy levels of RF. Since LSU personnel will be working on roof tops, vendors shall also mark equipment appropriately with warning signs as needed to protect workers from dangerous levels of RF.
- 5.1.12 It is possible the University may need to coordinate relocation of contractor equipment for building maintenance reasons (re-roofing, wall replacements, etc.). Contractor will work with LSU in order to make this transition occur in a timely manner within LSU guidelines.

VI. Financial and Accounting

6.1 Payment Terms

The University expects to enter into an Agreement under which it receives a monthly payment for each antenna site.

6.2 Monthly Payments

Contractor shall pay the University the monthly lease fee for each month's gross space used by the contractor, on or before the eighteenth (18) day of the month following the last day of the month in which the space was leased. These payments shall be made preferably electronically through wire transfer and accompanied with a detailed monthly statement.

VII. Considerations Provided by LSU

- 7.1. LSU will enable electrical service at the available Voltage and Amperage within the building. The associated cost of electricity shall be provided to the vendor by LSU. The lease payment quoted is to include adequate funds to cover the cost of electricity to be used for the leasing period at a calculation of an energy cost of \$0.10/kwh. If electricity costs increase during the term of the contract, the vendor(s) will be notified by LSU of the increase and will be expected to pay for the increase.
- 7.2. Vendor proposed sites will be considered based on the nature of the equipment required, the impact on the building, the space required and the availability of utilities. LSU defining sites in this document does not prevent Respondents from indicating their desire for installation at other sites.
- 7.3. Self-supporting antenna sites off campus are not covered by this Solicitation for Offer. Written notice of interest for such sites may be submitted under separate cover to the LSU Procurement Office. We will forward such written notice to appropriate University personnel for review and consideration outside of this solicitation.
- 7.4. ITS will provide space in telecommunication network interface rooms in the David Boyd or Frey building for rack or cabinet mounted equipment. For each new rack installed by the vendor, the equipment installed must meet LSU ITS rack/cabinet design requirements. The vendor will be required to pay a monthly fee of \$560 per new rack to ITS for colocation space. If Vendor currently has a rack at LSU, the monthly fee will be waived. New fiber pairs required by vendors will cost \$100 per pair per month. The fee will be waived for use of existing fiber pairs.
- 7.5. Reasonable access shall be provided to all sites. Respondents requiring 24/7 access will be required to pass a security check and provide LSU with a list of authorized technicians. Buildings without card access are secured with key access. After hour access to antenna locations will require coordination with the LSU ITS office. Valid company picture ID will be required.
- 7.6. Contractors and Subcontractors working for Respondents will be required to comply with campus safety and security requirements.
- 7.7. ITS will assist in coordination with the LSU Facility Design and Development Committee, and PDC.

7.8. LSU has reviewed and confirmed the availability of year round sites at the following seven (7) locations:

Life Sciences

Choppin Hall

West Stadium Addition – Light Pole Mounted, only available

Patrick Taylor Hall

Herget Hall (scheduled for demolition in the fall of 2020)

Middleton

Veterinary Medicine

At Choppin or Life Sciences, antennas may be mounted on the façade of the parapet walls or mounted on the roof of the building. LSU reserves the right to accept multiple installations at all locations.

See Exhibit 4 for Nicholson Gateway as a potential site.

7.9. Available electrical power services are:

| | |
|------------------------|---|
| Life Sciences: | 480V, 3 phase |
| Choppin Hall: | 480V, 3 phase |
| West Stadium Addition: | 480V, 3 phase |
| Patrick Taylor Hall: | 480V, 3 phase |
| Herget Hall: | 120/208V, 3 phase |
| Middleton: | 480V, 3 phase |
| Veterinary Medicine: | 480V, 3 phase |
| Other Sites: | 120V/208V, 3 phase or 277V/480V, 3 phase (To be verified) |

Modification of power to suit equipment shall be the responsibility of successful Respondent. LSU supplied power will have harmonics present. The Voltage of LSU supplied power can fluctuate between +/- 5% of nominal throughout the day following the normal daily Voltage swings of the utility company providing power to LSU. LSU will typically not provide backup power and if backup power is provided as a result of site selection, LSU will not guarantee that electrical backup power will always be available.

7.10. LSU has confirmed the availability of temporary sites at:

Office of Public Safety Parking Lot
University High fields near the Football Operations building
East of University Stores Building
University High fields near the Football Operations building
East Fraternity Circle
Veterinary Medicine parking lot west of Tiger Park Stadium
Engineering Lab Annex Building

Temporary sites are not intended to be a substitute for permanent locations. LSU will consider requests for temporary locations on a case by case basis. Equipment for temporary sites will generally be located on existing parking spaces or concrete covered areas. The addition of guy wires shall be limited. Extensions from existing utilities may require protection for temporary wiring. Since temporary sites require careful coordination among different groups, any request for temporary services must be made far enough in advance of the event in order for LSU to consider granting the request. All costs for infrastructure modifications will be the responsibility of the Respondent.

- 7.11. LSU has generator backup at the David Boyd and Frey interface sites. Sufficient UPS should be provided to ride through the transition to generator (15 minutes) if uninterrupted power is required. Other sites typically will not have backup generation for telecommunications use. All modifications to telecommunications shall comply with all applicable laws and codes.

VIII. General Terms and Conditions

8.1 Term of Agreement

Initial term of the Agreement will be negotiated but is expected to be for an initial period of five (5) years with an option to renew for an additional five (5) year period up to a total of ten (10) years if all parties agree to the extension.

8.2 Taxes and Fees

Contractor shall be responsible for the remission of all taxes including but not limited to income, employment, use and sales taxes – Federal, State and local – and all license fees, or any other necessary expense to the operation under the Agreement with the University, and shall conform to all laws, regulations, and ordinances applicable to the performance of this SFO and any subsequent Agreement between the University and Contractor.

8.3 Assignment of Agreement

This Agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, conveyed, sublet or disposed of without receiving prior written consent of the University. All Agreements and stipulations herein contained and all obligations assumed in the Agreement shall be binding upon the heirs, successor and assigns of the parties thereto.

8.4 Licenses and Permits

Contractor shall obtain and maintain as current at its own expense all licenses, permits and other approvals required by Federal, State and local governments and to make available to University personnel appropriate documentation when so requested by the University.

8.5 Compliance with Applicable Law and Policy

The Contractor will comply with all federal, state, and local laws appertaining to its business conducted under the Agreement and will conform to University's business policies and practices.

Contractor shall be and remain fully compliant with Equal Employment Opportunity and Affirmative Action law and policy. During the performance of this Agreement, the Contractor must comply with all federal, state and local laws, including those which prohibit discrimination because of race, color, national origin, religion, sex, sexual orientation, age, disability or veteran status. See, e.g., The Civil Rights Act of 1964, The Age Discrimination in Employment Act of 1975, The Civil Rights Act of 1968, The Education Amendment Act of 1972, The Rehabilitation Act of 1973, The Federal Energy Administration Act of 1974, The Energy Reorganization Act of 1974, The Vietnam Era Veteran' Readjustment Act of 1974, The

Energy Conservation and Production Act of 1976, The Fair Housing Act of 1968, The Americans with Disabilities Act of 1990 and Executive Order 11246, as amended.

8.6 Traffic and Parking

Should Contractor access the University, Contractor's employees, subcontractor and vendors will conform to the regulations of University's Office of Parking, Traffic and Transportation. Expenses of parking at the University shall be borne by Contractor or its employees, subcontractors and vendors. Information regarding the University's parking rules and regulations can be obtained from the University Office of Parking, Traffic and Transportation, Public Safety Bldg., South Stadium Road, Baton Rouge, LA 70803. Telephone (225) 578-5000 or Fax (225) 578-3577.

8.7 Insurance/Self Insurance

Contractor shall procure and maintain for the duration of the agreement or any extension or renewal thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractors, agents, representatives, or employees.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Workers' Compensation

Worker's Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana, statutory limits. Employers Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate limit. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. Excess Umbrella insurance may be used to meet the minimum requirements for liability insurance.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01, or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles. The employee vs employee exclusion shall be deleted. Symbol 1 is preferred, but if no vehicles are owned is not required. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

Cyber Liability

Cyber Liability coverage including third party liability coverage for privacy breach and Including coverage for notification and assistance as provided by Louisiana law shall be included with a minimum limit of \$1,000,000.

If the Contractor maintains higher limits than the minimums shown above, the University requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the University.

Other Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers are to be named as Additional Insureds for both ongoing and completed operations on the Commercial General Liability policy. General liability coverage can be provided in the form of an endorsement to the contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers are to be named as Additional Insured under the Auto Liability coverage as well.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers (collectively "University"). Any insurance or self-insurance maintained by the University shall be excess of the Contractor's insurance and shall not contribute with it.
Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The University reserves the right to request copies of subcontractor's Certificates at any time.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the University in accordance with policy provisions.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the University and deductibles or self-insured retentions above \$5,000 must be approved or reduced prior to the commencement of work. The University may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable to the University.

Verification of Coverage

Contractor shall furnish the University with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the University before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The University reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Failure to provide and maintain the required insurance coverage throughout the term of the Agreement shall be a material breach of the Agreement, and shall entitle University to all remedies provided for in the Agreement, any Amendment(s) thereto, or by operation of law.
Special Risks or Circumstances

LSU reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8.8 Insurance for Construction Projects and Improvements

If at any point during the duration of the Agreement Contractor undertakes any construction projects or improvements upon the University's premises, Contractor shall maintain or require its Contractor(s) to maintain the following insurance in addition to the coverages provided by 8.7 above:

(a) **Builder's Risk Insurance.** Contractor or Contractor shall provide an "All Risk" builder's risk insurance policy, including but not limited to fire and extended coverage insurance including wind, flood, earthquake, collapse, vandalism, malicious mischief, and theft including theft of materials whether or not attached to any structure, for not less than one hundred percent (100%) of the full replacement value of the Work. The coverage shall include the architect's and engineer's fees to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage following a loss during construction. This policy shall be taken out prior to commencement of construction and maintained in force until such time as Contractor accepts and takes possession of the Work. Written evidence of such insurance shall be provided to the LSU's Representative prior to commencement of any Work.

(b) **Architect's Design, Errors and Omissions.** Contractor shall provide the LSU Representative with evidence that the Architect has procured architect's design, errors and omissions insurance coverage for the Work in an amount not less than one hundred (100%) percent of the value of the Work, and that such insurance coverage shall be in place for at least ten (10) years following completion of the work.

(c) Contractor shall require any and all sub-contractor(s) to maintain the insurance coverage required of Contractor above in 8.7 above, including the requirement that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and the State of Louisiana be named as additional insured for ongoing and completed operations on the general liability policy and Additional Insured on the auto liability policy and all other requirements states in "Other Insurance Requirements" above. Contractor shall be responsible for verifying each Contractor's compliance with the insurance requirements in 8.7 above and maintaining the Certificates provided by each Contractor. The University reserves the right to request copies of Contractor's Certificates and endorsements at any time.

8.9 Indemnification

Contractor shall defend, indemnify, and hold harmless LSU and its members, officers, employees and agents (collectively, "LSU Parties") from and against all suits, actions, claims, judgments, damages, losses or other liabilities, and all cost and expenses, including without limitation reasonable attorney fees, ("Claims") incurred by LSU Parties in connection therewith, arising out of or relating to Contractor's: (i) breach of any material term of this Agreement; or (ii) acts or omissions of Contractor, or those of its employees and/or agents. Contractor shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, LSU Parties shall cooperate fully with and assist Contractor in all respects in connection with any such defense, and no LSU Party shall enter into a settlement of such Claim or admit liability or fault on the part of Contractor without Contractor's prior written approval.

LSU shall defend, indemnify and hold harmless Contractor, its directors, officers, employees, agents and assigns, from and against all Claims incurred by Contractor in connection therewith, arising out of or relating to the gross negligence or willful misconduct of any LSU Party. Contractor shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, Contractor shall cooperate fully with and assist LSU in all respects in connection with any such defense,

and Contractor shall not enter into a settlement of such Claim or admit liability or fault on the part of LSU without LSU's prior written approval.

8.10 University Name and Logo

The Contractor agrees that it will not advertise nor promote any connection with the University, the University Board of Supervisors or use any identifying marks or property nor make representation, either expressed or implied, as to the University's promotion or endorsement of the Contractor unless it has received prior written consent from the University.

8.11 Jurisdiction and Venue

The terms of this SFO shall be interpreted under Louisiana law. Venue for any claims arising out of this SFO is proper in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

8.12 Termination Clauses

8.12.1 Termination for Cause

The University may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within fifteen (15) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in fifteen (15) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract; provided that the contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

8.12.2 Termination for Convenience

The University may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

8.13 Information Security

Contractor agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy), and the Louisiana Database Breach Notification Law (Act 499). In addition, Contractor shall implement appropriate measures designed to ensure the confidentiality and security of *protected information*, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Contractor also agrees that security breaches, or incidents shall be reported immediately to the University.

8.14 Record of Ownership

All records, reports, documents, or other material related to any contract resulting from this SFO and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the University, and shall, upon request, be returned by Contractor to University, at Contractor's expense, at termination or expiration of this contract.

8.15 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the SFO and/or the Contractor's Offer, the inconsistency shall be resolved by giving precedence first to the final contract, then to the SFO and subsequent addenda (if any) and finally, the Contractor's Offer.

8.16 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this SFO shall be made without the prior approval of the Procurement Office.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment of the contract.

IX. Offer Instructions & Evaluation

9.1. General Information

Each Respondent must submit an offer addressing each of the following points, as listed below, desirably in the same order and each response entitled as presented herein.

Respondent must address the Offer evaluation criteria given in this Section based on an Agreement with a term of five (5) years with an option to renew for an additional five (5) year period, for up to a total of ten (10) years if all parties agree to the extension.

Failure to follow instructions could eliminate that Offer from consideration for any Agreement.

The Offer **must** be signed **BY AN AUTHORIZED REPRESENTATIVE OF THE RESPONDENT**. The Respondent must include, within its Offer, the name, mailing address, email address, phone number and fax number of the person(s) to whom legal authorization has been given to negotiate Agreement terms with the University and legally bind the proposing entity by signature of a written Agreement with the University. If the Respondent is a corporation, a formal Board Resolution or signature authority should accompany the Offer giving the signatory the right to sign on behalf of the Corporation. **A Sample Board Resolution is included in Exhibit 3.**

Respondent may attend the Offer opening, but no information or opinions concerning the ultimate Agreement award will be given at the opening or during the evaluation process.

9.2. Offer Submission Instructions

Offers should be bound with a durable cover, include a cover letter, and consist of the following sections, typewritten, separately tabbed and numbered within each section. This list is provided only as a guide to what Respondents may include for the University to best understand their capabilities and evaluate them fairly. It is not meant to be complete or all inclusive.

- Tab A Offer Cover Sheet
- Tab B Company Credentials and Qualifications
- Tab C Year-round sites desired
- Tab D Temporary sites desired & dates needed
- Tab E Confirmation of requirements
- Tab F Revenue Offer per location
- Tab G Other Information

Tab A – Offer Cover Sheet included as Exhibit 1 completed and signed.

Tab B - Company Credentials and Qualifications

Information should adequately illustrate Respondent's experience in operations sufficiently alike in type and scope of those in this SFO to permit a reasonable assessment of Respondent's capability to perform under any Agreement. Examples of documentation that may meet this requirement include, but are not limited to the following: annual reports, executive summaries detailing customers, services, and scale over five consecutive years, or operation plans.

1. History and Experience:

- a. Summarize the company's history and experience performing similar services including number of years' service.
- b. Provide at least five consecutive years' experience in operations sufficiently alike in type and scope to those in this SFO to permit a reasonable assessment of Respondent's capability to perform under any Agreement.
- c. Provide copies of the Respondent's financial statements for the past three (3) years which shall include the Respondent's annual revenue for the past three (3) years.

2. Company Profile: This Section profiles the organization and status of the companies that may perform the services:

- a. Provide company's legal name, date incorporated, and state of incorporation (if not incorporated, indicate date started in business and type of business, e.g., sole proprietorship, partnership, etc.).
- b. Provide federal identification number.
- c. Provide signature authority for Offer as described in Section 9.1.
- d. Describe company organization and, if applicable, relationships with subsidiaries, parent corporations, and affiliates or other related companies.
- e. Describe your principal type of business.
- f. If you have defaulted on a contract or Agreement, or had a contract or Agreement terminated for cause, within the past five years, describe in detail.
- g. If you have filed for bankruptcy protection within the past five years, or you are currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing, describe in detail.

3. Personnel:

- a. Provide a comprehensive staffing plan for the Agreement, including organization of functions, workflow, city/state where functions will be accomplished, etc.
- b. List personnel that will be used on this Agreement, including subcontractors. Describe each person's role, management responsibilities, qualifications and work experience.

4. References:

- a. Provide names of three (3) references and for each, a contact name and title with telephone number and email address. Each Respondent shall include references from comparative clients with contact names, address, email address, and telephone numbers.

Tab C – Year-round Sites Desired

1. List the locations on campus described in Section 7.9, and any other locations that Respondent desires to install cellular antennas. Exhibit 4 shows as an additional area in the Nicholson Gateway development complex to consider.

Tab D – Temporary Sites desired and Dates Needed

1. Describe temporary sites desired as outlined in Section VII, and any other locations of interest. Also list dates that temporary sites are needed.

Tab E – Confirmation of Requirements

The following minimal information shall be acknowledged or presented by the Respondent. Please list the item and your response.

1. Provide a profile/picture of proposed antenna site by location. LSU desires that the antenna will blend in with the structure for which it is attached.
2. Describe the amount of space required and drawings of the equipment, the typical layout and typical mounting details. Provide the closest distance vertically and horizontally that a competitor could locate equipment next to your equipment. Provide verification that co-location of competitor's equipment within those parameters are acceptable.
3. Confirm that the frequencies transmitted/received will not interfere with existing frequencies used by LSU.
4. Provide the total number of circuits and type of circuits required per site (fiber, copper) to connect antenna locations to demarcation points at David Boyd Hall or Frey Computing Services Center.
5. Provide conditioned space requirements for equipment including maximum allowable humidity.
6. Provide power requirements for each site. Indicate voltage and maximum power demand in Watts.
7. Respondents are to provide a calculation of electrical energy usage per year for each site at a calculated cost of \$0.10/kwh for electrical energy costs.
8. Provide verification that the quality of LSU provided power will not impact equipment operation or result in noncompliance by LSU with the use of space Agreement.
9. Provide requirements for specialty grounding or lightning protection.
10. Indicate the effect of power outages (1 to 2 hours) on your equipment.
11. Indicate type of access needed to service the equipment both at the antenna site and at the demarcation point.
12. Provide documentation indicating that the RF is safe for humans living/working underneath antenna sites, or in nearby locations.
13. Provide documentation/procedure for LSU workers to follow in the event LSU workers need to work near the equipment.

Tab F - Revenue Offer per Location

1. The minimum revenue amount required is \$25,000 per year per location.
2. A completed Revenue Offer using the form in Exhibit 2.
3. The University invites Respondent to suggest additional locations (either year-round or temporary) by replicating the form in Exhibit 2.

Tab G – Other Information

Place here any other information deemed relevant or necessary for the Offer, but inapplicable to any of the required parts or sections. If a Respondent attaches a publication or other document to provide required information, a specific reference to the document and the relevant page or pages should be given in the appropriate part or tabbed section of the Offer. If the document is not specifically referenced in a part or tabbed section of the reply, it will not be considered as a response to the corresponding paragraph of this SFO.

9.3. Evaluation Team

The evaluation of Offers will be accomplished by an evaluation team, to be designated by the University, which will determine the Offer most advantageous to the University, taking into consideration revenue and the other evaluation factors set forth in the SFO.

9.4. Administrative and Mandatory Screening

All Offers will be reviewed to determine compliance with administrative and mandatory requirements as specified in the SFO. Offers that are not in compliance will be rejected from further consideration.

9.5 Offer Evaluation and Review

The University reserves the right to accept or reject any Offers and waive any informality in any Offer submitted. All Offers will be reviewed to determine compliance with mandatory administrative requirements as specified in the SFO including but not limited to Section 3.3. The award, if made, shall be made in the best interest of the University. From the total information required, determination shall be made of the Respondent's financial, managerial and organizational ability and resources to serve the University. Only Offers from financially responsible organizations or individuals, as determined by the University, presently engaged in providing cellular antenna services shall be considered. Representatives from the University reserve the right to inspect the Respondent's facilities and other operations under its management prior to award of an Agreement. The University anticipates receiving creative and innovative Offers which are realistic in terms of the services required and identifying new approaches for providing cellular antenna services.

9.6 Offer Award

Award will be made to the responsible and responsive Respondent submitting the highest acceptable offer, taking into consideration such factors as terms and conditions and conformity with the specifications, etc. The Respondent with the highest revenue offer at each location will have first choice at that location. Once awards have been made, the SFO Coordinator will notify all Respondents of the awards of the Agreement.

9.7 Agreement Negotiations

The University may enter into negotiations with one (1) or more Respondents in an effort to arrive at an awarded Agreement. The resulting Agreement shall be based on the Solicitation for Offers, submitted Offer and the negotiations concerning it. The University reserves the right to cancel this Solicitation should it be in the best interest of the University to do so. The selected Respondent will be expected to enter into an Agreement which is substantially the same as the Agreement included in Appendix A.

APPENDIX A
USE OF SPACE FOR CELLULAR ANTENNA SITES AGREEMENT

This is an Agreement ("Agreement") made and entered into by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE**, a public constitutional corporation organized and existing under the laws of the State of Louisiana, herein represented by Ms. Sally McKechnie, Director of Procurement and Property Management of Louisiana State University and Agricultural & Mechanical College ("LSU") and **Company Name** ("Contractor").

WITNESSETH

WHEREAS, LSU has as its core purpose and is responsible for the management of a higher education institution for the benefit of the people of the state, the nation, and the global community;

WHEREAS, LSU in the performance of its purpose and discharge of its responsibilities, provides through LSU Information Technology Services (hereafter referred to as LSUITS) professional development, personal enrichment, college credit;

WHEREAS, LSU released a Solicitation for Offers No XXX on (DATE) for Use of Space for Cellular Antenna Sites; and

WHEREAS, CONTRACTOR responded to Solicitation for Offers with an Offer dated (DATE) desiring to enter into an Agreement and has been selected as the Contractor; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

ARTICLE I
DEFINITIONS

1.0 As used in this Agreement, the terms set forth below shall be defined as follows:

- a. "University" means Louisiana State University and Agricultural & Mechanical College, a component of the Board of Supervisors of Louisiana State University System under the management of the Louisiana State University and Agricultural & Mechanical College sometimes referred to as "LSU".
- b. "Lease Payment Offer" shall mean the dollar amount offered by the Respondent to LSU for use of cellular antenna space on the LSU campus.

ARTICLE II
TERM

2.0 The term of this Agreement shall commence _____ and end on _____. This Agreement may be extended for a total of ten (10) years subject to the mutual Agreement of LSU and Contractor.

ARTICLE III

USE OF SPACE FOR CELLULAR ANTENNA SITES

3.0 University desires the use of space for telecommunications antenna sites as described. Should Contractor seek to modify Leased Premises, it shall secure LSU's written approval of all plans and specifications for the construction of the improvements or modifications prior to the commencement of any work on or about the Leased Premises, which approval will not be unreasonably withheld, conditioned or delayed. This approval may be given by the University. All proposed physical modifications to the Leased Premises must be agreed upon in writing, and may require approval of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. Upon the termination or expiration of this Agreement, Lessee shall, as soon thereafter as feasible, but no later than thirty (30) days after the effective date of termination or expiration of this Agreement, vacate all parts of the Premises occupied by Lessee, remove its equipment (if applicable), and return the Premises to Lessor, with all the equipment furnished by Lessor pursuant to this Agreement, in the same condition as when originally made available to Lessee, unless agreed upon by Lessor, excepting reasonable wear and tear, fire and other casualty loss.

3.1 Should Lessee seek to modify Leased Premises, it shall secure LSU's written approval of all plans and specifications for the construction of the improvements or modifications prior to the commencement of any work on or about the Leased Premises, which approval will not be unreasonably withheld, conditioned or delayed. This approval may be given by the Executive Director of Facility Services for Louisiana State University or his designee. All proposed physical modifications to the Leased Premises must be agreed upon in writing by the Lessee and the Chancellor of the Baton Rouge Campus and may require approval of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. Upon the termination or expiration of this Agreement, Lessee shall, as soon thereafter as feasible, but no later than thirty (30) days after the effective date of termination or expiration of this Agreement, vacate all parts of the Premises occupied by Lessee, remove its equipment (if applicable), and return the Premises to Lessor, with all the equipment furnished by Lessor pursuant to this Agreement, in the same condition as when originally made available to Lessee, unless agreed upon by Lessor, excepting reasonable wear and tear, fire and other casualty loss.

ARTICLE IV
FINANCIAL AND ACCOUNTING

4.0 The University will receive a yearly revenue for leased space of _____ for year-round sites. If temporary sites are leased, the projected yearly revenue is _____.

4.1 Contractor shall pay the University the lease amount offered for each site desired on or before the eighteenth (18) day of the month following the last day of the month in which the site was occupied. Payments will be accompanied with a detailed monthly statement.

4.2 All records must be retained by the Contractor, and be accessible to the University, for a period of five (5) years after the expiration of the Agreement or as required by applicable State and Federal Law. Contractor shall keep full, timely and accurate records in accordance with generally accepted accounting practices and as may be satisfactory to the University.

ARTICLE V **TERMINATION**

5.0 The University shall have the right to terminate the Agreement at any time during the initial term or any additional term, with thirty (30) days written notice.

- a) Contractor shall be in material breach of the Agreement, which breach Contractor fails to cure within thirty (30) days of Contractor's receipt of written notice from the University specifying the breach, provided, however, that if it is not reasonably possible to cure such material breach within such thirty (30) day period, such cure period will be extended so long as Contractor has commenced and thereafter diligently continues to pursue a cure for such material breach. A material breach would include but not be limited to the Contractor providing insufficient insurance coverage, failing to pay monthly payments as agreed, continuing service unsatisfactory to the University, failing to maintain the equipment or failing to comply with any other material terms or provision of the Agreement.
- b) A court of competent jurisdiction rules in a non-appealable final judgment that the Agreement is not in compliance with applicable law; or
- c) Contractor is adjudicated insolvent or declares bankruptcy.
- d) Construction of new and or alterations to existing buildings

5.1 Contractor shall have the right to terminate the Agreement immediately upon written notice to the University if the University shall be in material breach of the Agreement, which breach the University fails to cure within thirty (30) days of the University's receipt of written notice from Contractor specifying the breach provided, however, that if it is not reasonably possible to cure such material breach within such thirty (30) day period, such cure period will be extended so long as the University has commenced and thereafter diligently continues to pursue a cure for such material breach. A material breach would include but not be limited to the University to comply with a material term or provision of the Agreement.

ARTICLE VI **INDEMNIFICATIONS**

6.0 Contractor shall defend, indemnify, and hold harmless LSU, LSU and its members, officers, employees and agents (collectively, "LSU Parties") from and against all suits, actions, claims, judgments, damages, losses or other liabilities, and all cost and expenses, including without limitation reasonable attorney fees, ("Claims") incurred by LSU Parties in connection therewith, arising out of or relating to Contractor's: (i) breach of any material term of this Agreement; or (ii) acts or omissions of Contractor, or those of its employees and/or agents. Contractor shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, LSU Parties shall cooperate fully with and assist Contractor in all respects in connection with any such defense, and no LSU Party shall enter into a settlement of such Claim or admit liability or fault on the part of Contractor without Contractor's prior written approval.

6.1 LSU shall defend, indemnify and hold harmless Contractor, its directors, officers, employees, agents and assigns, from and against all Claims incurred by Contractor in connection therewith, arising out of or relating to the gross negligence or willful misconduct of

any LSU Party. Contractor shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, Contractor shall cooperate fully with and assist LSU in all respects in connection with any such defense, and Contractor shall not enter into a settlement of such Claim or admit liability or fault on the part of LSU without LSU's prior written approval.

ARTICLE VII INSURANCE REQUIREMENTS

7.0 Insurance/Self Insurance

Contractor shall procure and maintain for the duration of the agreement or any extension or renewal thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractors, agents, representatives, or employees.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Workers' Compensation

Worker's Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana, statutory limits. Employers Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate limit. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. Excess Umbrella insurance may be used to meet the minimum requirements for liability insurance.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01, or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non owned automobiles. The employee vs employee exclusion shall be deleted. Symbol 1 is preferred, but if no vehicles are owned is not required. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

Cyber Liability

Cyber Liability coverage including third party liability coverage for privacy breach and Including coverage for notification and assistance as provided by Louisiana law shall be included with a minimum limit of \$1,000,000.

If the Contractor maintains higher limits than the minimums shown above, the University requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the University.

Other Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers are to be named as Additional Insureds for both ongoing and completed operations on the Commercial General Liability policy. General liability coverage can be provided in the form of an endorsement to the contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers are to be named as Additional Insured under the Auto Liability coverage as well.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers (collectively "University"). Any insurance or self-insurance maintained by the University shall be excess of the Contractor's insurance and shall not contribute with it.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The University reserves the right to request copies of subcontractor's Certificates at any time.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the University in accordance with policy provisions.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the University and deductibles or self-insured retentions above \$5,000 must be approved or reduced prior to the commencement of work. The University may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to the University.

Verification of Coverage

Contractor shall furnish the University with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the University before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The University reserves the right to require complete, certified copies of all required insurance policies,

including endorsements required by these specifications, at any time. Failure to provide and maintain the required insurance coverage throughout the term of the Agreement shall be a material breach of the Agreement, and shall entitle University to all remedies provided for in the Agreement, any Amendment(s) thereto, or by operation of law.

Special Risks or Circumstances

LSU reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.1 Insurance for Construction Projects and Improvements

If at any point during the duration of the Agreement Contractor undertakes any construction projects or improvements upon the University's premises, Contractor shall maintain or require its Contractor(s) to maintain the following insurance in addition to the coverages provided by 8.7 above:

(a) Builder's Risk Insurance. Contractor or Contractor shall provide an "All Risk" builder's risk insurance policy, including but not limited to fire and extended coverage insurance including wind, flood, earthquake, collapse, vandalism, malicious mischief, and theft including theft of materials whether or not attached to any structure, for not less than one hundred percent (100%) of the full replacement value of the Work. The coverage shall include the architect's and engineer's fees to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage following a loss during construction. This policy shall be taken out prior to commencement of construction and maintained in force until such time as Contractor accepts and takes possession of the Work. Written evidence of such insurance shall be provided to the LSU's Representative prior to commencement of any Work.

(b) Architect's Design, Errors and Omissions. Contractor shall provide the LSU Representative with evidence that the Architect has procured architect's design, errors and omissions insurance coverage for the Work in an amount not less than one hundred (100%) percent of the value of the Work, and that such insurance coverage shall be in place for at least ten (10) years following completion of the work.

(c) Contractor shall require any and all sub-contractor(s) to maintain the insurance coverage required of Contractor above in 7.0 above, including the requirement that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and the State of Louisiana be named as additional insured for ongoing and completed operations on the general liability policy and Additional Insured on the auto liability policy and all other requirements states in "Other Insurance Requirements" above. Contractor shall be responsible for verifying each Contractor's compliance with the insurance requirements in 8.7 above and maintaining the Certificates provided by each Contractor. The University reserves the right to request copies of Contractor's Certificates and endorsements at any time.

ARTICLE VIII
NOTICES

8.0 All notices, statements and payments provided for herein shall be in writing and deemed given if given in person or sent postage paid via registered or certified mail, return receipt

requested, or by a nationally recognized overnight delivery service, including without limitation courier delivery, all fees prepaid, to the parties at the addresses given below or such other addresses as either party may designate to the other, and shall be deemed to have been given at the time it is sent addressed to the parties as set forth below:

If to LSU:

Assistant Vice President for Procurement & Property Management
Louisiana State University and Agricultural & Mechanical College
Procurement Office
213 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Telephone: 225-578-2176
Email: smckechnie@lsu.edu

With copy to:

Assistant Director of Procurement
LSU Procurement Office
213 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Telephone: 225-578-2176
Email: Barbaralewis@lsu.edu

With copy to:

Executive Director – University Networking & Infrastructure
LSU Information Technology Services
200 Computing Services Center
Baton Rouge, Louisiana 70803
Telephone: 225-578-3700
Email: rsimmons@lsu.edu

If to Contractor:

ARTICLE IX
RELATIONSHIP OF PARTIES

9.0 Nothing contained in this Agreement shall be construed as establishing an employer/employee, partnership, joint venture or agency relationship between Contractor and LSU. Further, this Agreement is not a lease nor is it the procurement of services from Contractor by LSU. Under the terms of this Agreement, Contractor is considered as independent Contractor.

ARTICLE X
ASSIGNMENT /DELEGATION/PASS THROUGH

10. The rights granted to Contractor by LSU hereunder are personal to Contractor and shall not be assigned, delegated or passed through outside of Contractor without LSU's prior written approval, and, upon any such unauthorized assignment, LSU, at its option, may immediately terminate this Agreement upon written notice to Contractor.

ARTICLE XI
WAIVER

11.0 The failure at any time of LSU or Contractor to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other party of such terms, covenants and conditions.

ARTICLE XII
SEVERABILITY

12.0 Every provision of this Agreement is severable. If any term or provision hereof is held to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement.

ARTICLE XIII
CAPTIONS

13.0 Paragraph captions and other headings contained in the Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provision hereof.

ARTICLE XIV
AUDIT PROVISIONS

14.0 All records pertaining to the operations of Contractor under this Agreement shall be open for inspection and/or audit by LSU, its representatives and the Louisiana Legislative Auditor during normal business hours at the Contractor's place of business. Contractor shall advise LSU of the schedule of the Contractor's audit of its records and operations. LSU shall have the option to participate in the Contractor's audits and may request a full report of these audits, at no cost to LSU. Contractor shall keep all records for a period of at least five (5) years.

ARTICLE XV
GOVERNING LAW

15.0 This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. Any suit or action arising hereunder shall be filed in a Court of competent jurisdiction within the state of Louisiana and to the service of process by registered or certified mail addressed to the respective party as set forth above.

ARTICLE XVI
AMENDMENTS

16.0 All amendments or modifications to this Agreement must be in writing and signed by an authorized representative of each party hereto.

ARTICLE XVII
ORDER OF PRECEDENCE AND ENTIRE AGREEMENT

17.0 In the event of any inconsistent or incompatible provisions, this signed Agreement (excluding the SFO and Offer) shall take precedence, followed by the provisions of the SFO, and then by the terms of the Offer.

This Agreement, together with the SFO and addenda issued thereto by the University, the Offer submitted by the Contractor in response to the University's SFO, and any exhibits specifically incorporated herein by reference, constitute the entire Agreement between the parties with respect to the subject matter.

IN WITNESS WHEREOF, LSU has caused this Agreement to be executed to be effective the ____ day of ____, 2014 at Baton Rouge, Louisiana before the undersigned witnesses.

WITNESSES:

BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL AND
MECHANICAL COLLEGE

_____ By:

Sally McKechnie
Assistant Vice President for Procurement and
Property Management

IN WITNESS WHEREOF, Contractor has caused this Agreement to be executed to be effective the ____ day of ____, 2014 at Baton Rouge, Louisiana before the undersigned witnesses.

WITNESSES:

Contractor:

By: _____

Print Name: _____

Title: _____

EXHIBIT 1 - OFFER COVER SHEET

SOLICITATION NUMBER SFO-102

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Solicitation for Offers (SFO), including attachments.

OFFICIAL CONTACT. The University requires that the Respondent designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below:

Date: _____ Official Contact Name (Print): _____

A. E-mail Address: _____

B. Facsimile Number with area code: (_____) _____

C. US Mail Address: _____

D. Telephone Number: (____) _____

Respondent certifies that the above information is true and grants permission to the University to contact the above named person or otherwise verify the information that has been provided.

By its submission of this Offer and authorized signature below, Respondent certifies that:

- (1) The information contained in its response to this SFO is accurate;
- (2) Respondent complies with each of the mandatory requirements listed in the SFO and will meet or exceed the functional and technical requirements specified therein;
- (3) Respondent accepts the procedures, evaluation criteria, Agreement terms and conditions, and all other administrative requirements set forth in this SFO.
- (4) Respondent's quote will be considered valid until award is made;
- (5) Respondent understands that if selected as the Contractor, he/she will have fourteen (14) business days from the date of delivery of Agreement in which to complete negotiations, if any, and execute the final Agreement.
- (6) Having carefully examined the information, specifications, term and conditions, etc., contained in or attached to Solicitation for Offers entitled "Phone and Tablet Repair Lease Space in LSU Student Union", the undersigned offers the attached Offer for the University's consideration.

Typed or Printed Name: _____

Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Respondent's Authorized Representative: _____

(Signature **MUST** be **HAND SIGNED**)

Date: _____

Failure to sign this Offer Form will result in the disqualification of the Offer.

EXHIBIT 2
REVENUE OFFER

| Year-Round Site Location | Yearly Lease Payment Offer |
|---------------------------------|-----------------------------------|
| Life Sciences | |
| Choppin Hall | |
| West Stadium Addition | |
| Patrick Taylor Hall | |
| Herget Hall* | |
| Middleton Library | |
| Veterinary Medicine | |

*Herget Hall is scheduled for demolition in the fall of 2020

| Temporary Site Location | Lease Payment Offer/Timeframe |
|---|--------------------------------------|
| Office of Public Safety Parking Lot | |
| East side of University Stores Building | |
| University High fields | |
| East Fraternity Circle | |
| Veterinary Medicine parking lot | |
| Engineering Lab Annex | |

Failure to provide a revenue offer shall be cause for rejection as non-responsive.

Official Company Name (Please Print)

Signature of Respondent

Print Name of Respondent

Date

EXHIBIT 3
SAMPLE BOARD RESOLUTION OR SIGNATURE AUTHORITY

STATE OF _____
COUNTY/PARISH OF _____

On the _____ day of _____, 2013, at a meeting of the Board of Directors of _____, a corporation, held in the City of _____, State of _____, with a quorum of the directors present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

“BE IT RESOLVED that the Board of Directors of the above referenced corporation do hereby authorize (Name and Title) _____

_____ and his/her successors in office to negotiate, on terms and conditions that he/she may deem advisable, a contract or contracts with the Louisiana State University and Agricultural and Mechanical College, with the effective date of _____, and to execute said documents on behalf of the corporation, and further, we do hereby give him/her the power and authority to do all things necessary to implement, maintain, amend or renew said document.”

The above resolution was passed by a majority of those present and voting in accordance with the Bylaws and Articles of Incorporation.

I certify that the above foregoing constitutes a true and correct copy of a part of the minutes of a meeting of the Board of Directors of _____

HELD ON THE _____ DAY OF _____, 2013.

Secretary

EXHIBIT 4
NICHOLSON GATEWAY DEVELOPMENT

NOTE: The Nicholson Gateway Development will not be available until sometime in 2017-2018.

